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EXAMINER

MEINECKE DIAZ, SUSANNA M

ART UNIT	PAPER NUMBER
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3623

DATE MAILED: 02/20/2004

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/659,428

Applicant(s)

VERMA ET AL.

Examiner

Susanna M. Diaz

Art Unit

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --
Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 30 April 2003.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 11-19, 21, 23 and 28-33 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 11-16, 18, 19, 21, 23 and 28-33 is/are rejected.
- 7) ☒ Claim(s) 17 is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☒ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- 11) ☐ The proposed drawing correction filed on _____ is: a) ☐ approved b) ☐ disapproved by the Examiner.
- If approved, corrected drawings are required in reply to this Office action.
- 12) ☐ The oath or declaration is objected to by the Examiner.

Priority under 35 U.S.C. §§ 119 and 120

- 13) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- * See the attached detailed Office action for a list of the certified copies not received.
- 14) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).
- a) ☐ The translation of the foreign language provisional application has been received.
- 15) ☒ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892) 4) ☒ Interview Summary (PTO-413) Paper No(s). 20.
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948) 5) ☐ Notice of Informal Patent Application (PTO-152)
- 3) ☐ Information Disclosure Statement(s) (PTO-1449) Paper No(s) _____. 6) ☐ Other: _____.

DETAILED ACTION

Continued Examination Under 37 CFR 1.114

1. A request for continued examination under 37 CFR 1.114, including the fee set forth in 37 CFR 1.17(e), was filed in this application (on April 30, 2003) after final rejection. Since this application is eligible for continued examination under 37 CFR 1.114, and the fee set forth in 37 CFR 1.17(e) has been timely paid, the finality of the previous Office action has been withdrawn pursuant to 37 CFR 1.114. Applicant's submission (After Final amendment, paper no. 15) filed on March 21, 2003 has been entered.

Claims 20, 22, and 24-27 have been cancelled.

Claims 28-33 have been added.

Claims 11-19, 21, 23, and 28-33 are pending.

2. Please note that the final office action mailed on June 17, 2003 as paper no. 19 was erroneously sent and is therefore vacated.

Furthermore, please note that amended claim 18 was not officially entered because it did not conform to the proper amendment format. Nevertheless, the Examiner examined claim 18 as recited in the currently unentered amendment. Please properly resubmit the amendment of claim 18 in Applicant's next response to the instant Office action.

Response to Arguments

3. Applicant's arguments filed March 21, 2003 (with After Final amendment, paper no. 15) have been fully considered but they are not persuasive.

Applicant argues:

...Ziff Davis clearly directs the buyers to the mail order merchants of Computer Shopper magazine. NetDynamics directs the buyers to the catalog outlets. As neither Ziff-Davis nor NetDynamics directs a prospective buyer to a local store, they clearly agree not to send a prospective buyer to a local store, even though the references themselves send the prospective buyer to different directions. (Page 19 of Applicant's Response filed March 21, 2003)

The Examiner respectfully disagrees. NetDynamics allows "customers to check to see if a product they want is available at their local Service Merchandise store.

Customers will be able to reserve the item online before visiting the store to pick it up." (*Emphasis added*, ¶ 6) Therefore, Applicant's contention is not understood.

Applicant argues:

When applicants refer to that the Ziff Davis reference and Net Dynamics reference do not compare prices, applicants consider the situation, where a prospective buyer has entered a product and a state into a computer and where then the database returns price comparisons of local stores to the screen viewed by the prospective buyer. In contrast, the references Ziff-Davis and Net Dynamics only make accessible the advertising material about the products and the sellers (Ziff Davis) to a prospective buyer.

Ziff Davis and Net Dynamics only arrange placing the catalogue of the merchant onto the Internet and the buyer himself will carry out comparison of the products. This

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means, the references NetDynamics, Ziff Davis and their combination only can help a customer compare the goods but they do not present a price comparison. (Page 21 of Applicant's Response filed March 21, 2003)

Applicant is arguing a newly incorporated claim limitation, which will be addressed accordingly in the revised art rejection below.

Applicant argues:

It appears important in this context to keep in mind that Ziff-Davis and NetDynamics have completely different goals: Ziff-Davis wants to set up a web site to provide net advertising and net sales to a plurality of merchants and NetDynamics wants to put the Service Merchandise catalog on the web with a possibility for a buyer to reserve a catalog item for pick-up in a local Service Merchandise store.

Applicants respectfully submit that where two references agree not to do what applicants claim (but direct to go each their own and different way), then any combination of such references will be even less suggestive of the disclosure and claims of the applicants. (Page 22 of Applicant's Response filed March 21, 2003)

The Examiner respectfully submits that, like Ziff-Davis, NetDynamics implements part of its shopping environment on-line. NetDynamics merely goes one step further and integrates information from the on-line shopping environment with local store data. Therefore, the two references do not teach against one another. In fact, they are both directed toward shopping models, which when combined with each other and knowledge generally available to one of ordinary skill in the art at the time of Applicant's invention yield the Applicant's claimed invention.

Applicant argues:

The Office Action continues:

In order to present product information retrieved from a database (as taught by Ziff-Davis and discussed in the art rejection), **product information must inherently be sorted. This is how database search and retrieval works.**

Applicant respectfully disagree. There is nothing inherently required that product information must inherently be sorted. As can be seen from the weekly flyers of merchants with product offerings, there are many products offered without any sorting to take place. It appears that the most offers are for those products, which products the merchant apparently wants to get rid of first without any consideration of product sorting. (Pages 22-23 of Applicant's Response filed March 21, 2003)

Ziff-Davis states that NetBuyer's shopping database is fully searchable and enables "buyers to quickly and easily identify the products that match their needs, providing side-by-side product comparisons, vendor special offers, and editorial buying advice" (§ 12). The use of a search engine to locate data of interest implies that data of interest is filtered, i.e., sorted, according to a buyer-initiated query. Therefore, the Examiner asserts that the search results provided by NetBuyer's fully searchable shopping database are an example of sorted information "relative to products based on the database," as recited in the claims. Applicant also argues that the art rejection does not address that the product information is sorted based on price (pages 23-25 of Applicant's Response filed March 21, 2003); however, this limitation was just recently added in the present amendment and will be addressed in the art rejection below.

Regarding claims 11 and 12, Applicant is arguing newly incorporated claim limitations (pages 25-30 of Applicant's Response filed March 21, 2003), which will be addressed accordingly in the revised art rejection below.

Regarding claim 13, Applicant argues that "Ziff-Davis does not teach to furnish a sorting order including a disposition of a local store" (page 32 of Applicant's Response filed March 21, 2003). In response to Applicant's arguments against the references individually, one cannot show nonobviousness by attacking references individually where the rejections are based on combinations of references. See *In re Keller*, 642 F.2d 413, 208 USPQ 871 (CCPA 1981); *In re Merck & Co.*, 800 F.2d 1091, 231 USPQ 375 (Fed. Cir. 1986). Claim 13 is rejected over Ziff-Davis in view of NetDynamics, along with various teachings of Official Notice.

Applicant argues that NetDynamics does not teach that "a prospective buyer is directed to look at a product in a local store so as to personally visit the local store, in order to see and/or touch and/or feel said product, and only then to purchase the product" (page 36 of Applicant's Response filed March 21, 2003). First, the claims do not expressly recite that the prospective buyer only purchases the product **after** visiting the local store. Second, the limitation regarding the user visiting the local store is only recited in the preamble of the claims and does not breathe life into the body of the claims; therefore, it does not merit patentable weight.

As per claim 14, Applicant argues that the art rejection does not teach the limitation, "mapping the data to a unique address for a geographical area-product pair combination; immediately presenting comparison data for a unique geographical area-product pair to the prospective buyer." However, Applicant fails to provide support for this assertion; therefore, Applicant's assertion is not persuasive and the relevant part of the art rejection is maintained.

Applicant argues that the finality of the first-action Final Office action mailed on December 31, 2002 (Paper No. 14) was improper because claim 19 was amended; however, the Examiner notes that claim 19 was only amended to remedy a rejection under 35 U.S.C. § 112, 2nd paragraph since claim 19 was dependent from cancelled claim 1. In the previous Final Office action mailed on August 12, 2002 (Paper No. 8), the Examiner had already indicated that, for examination purposes, claim 19 was interpreted as being dependent from claim 18 instead claim 1. Applicant merely amended claim 19 accordingly; therefore, the After-Final Response filed on November 21, 2002 (Paper No. 9) was entered and the Examiner responded to all arguments presented at this time. Upon subsequent filing of an RCE, no further amendments were submitted; therefore, the Examiner justifiably issued a first-action Final Office action since all claims were drawn to the same invention claimed in the previous amendment and were finally rejected on the grounds and art of record in the previous Office action.

Specification

4. The disclosure is objected to because it contains an embedded hyperlink and/or other form of browser-executable code. Applicant is required to delete the embedded hyperlink and/or other form of browser-executable code. See MPEP § 608.01. These hyperlinks are found throughout the first paragraph on page 3 of the specification and include the following: www.compare.net, www.bottomdollar.com, www.top10guide.com, www.shoppingexplorer.com, www.shopfind.com, www.roboshopper.com, www.jango.com.

Claim Objections

5. Claim 17 is objected to because of the following informalities:

Claim 17, line 10, delete "the database", insert --said at least one of a plurality of databases-- in order to make proper reference to the "at least one of a plurality of databases" recited in line 7 of independent claim 11.

Claim 17, lines 11-12, delete "the database", insert --said at least one of a plurality of databases-- in order to make proper reference to the "at least one of a plurality of databases" recited in line 7 of independent claim 11.

Claim 17, line 14, delete "the database", insert --said at least one of a plurality of databases-- in order to make proper reference to the "at least one of a plurality of databases" recited in line 7 of independent claim 11.

Claim 17, lines 23 and 25, please amend the limitation "a unique address for a geographical area-product combination" (line 23) and/or "a unique geographical area-

product pair" (line 25) for consistency since it is presumed that both recitations in lines 23 and 25 refer to the same element.

Claim 17, line 27, delete "a prospective buyer", insert --the prospective buyer--

Claim 17, line 29, insert --chosen-- before "product" in order to make proper reference to the "chosen product" recited in line 28 of claim 17.

Appropriate correction is required.

Claim Rejections - 35 USC § 112

6. The following is a quotation of the first paragraph of 35 U.S.C. 112:

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

7. Claims 15, 16, and 28-33 are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention.

Claim 15 has been amended to include the limitation, "checking delivery status of the product." The specification, as originally filed, does not disclose this limitation; therefore, it is deemed to raise the issue of new matter. Claim 16 is dependent from claim 15 and therefore inherits the same rejection.

Claim 28 has been added and it recites the limitation, "delivering the selected product to the prospective buyer in the selected local store." The specification, as

originally filed, does not disclose this limitation; therefore, it is deemed to raise the issue of new matter. Claim 29-33 are dependent from claim 28 and therefore inherit the same rejection.

Claim 30 has been added and it recites the limitation, "rebating part of the purchase price upon purchase of the selected product by the prospective buyer to the buyer after the sale is established." While the specification, as originally filed, discloses the general concept of rebates, it does not disclose the specifics of a rebate that is rebated "upon purchase of the selected product by the prospective buyer to the buyer after the sale is established". For example, there are in-store rebates and those which one must send away for after purchasing the product. The specification does not provide the details of either type of rebate; therefore, the details of this limitation are deemed to raise the issue of new matter.

Claim 31 has been added and it recites the limitation, "collecting the information from newspaper advertising." While the specification, as originally filed, discloses the general concept of collecting sales information from newspaper advertising, this disclosure is limited to the background of the invention. It is not clear whether or not "newspaper advertising" is synonymous with sales circulars (which are disclosed as one possible source of product information used as part of the Applicant's invention). Therefore, this limitation is deemed to raise the issue of new matter.

Appropriate correction is required.

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8. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

9. Claims 15, 16, and 28-33 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Claim 15 recites the step of "checking delivery status of the product"; however, it is not clear why a prospective buyer would check a delivery status if the prospective buyer reserves a product only if it is determined to be available in inventory at a local store. Claim 16 is dependent from claim 15 and therefore inherits the same rejection.

Claim 28 recites the similar step of "delivering the selected product to the prospective buyer in the selected local store." Again, it is not clear why a prospective buyer would have the selected product delivered to him/her in the selected local store if the prospective buyer reserves a product only if it is determined to be available in inventory at a local store. Claims 29-33 are dependent from claim 28 and therefore inherit the same rejection.

In light of the related rejections under 35 U.S.C. § 112, 1st and 2nd paragraphs, for examination purposes, all references to a delivery in claims 15, 16, and 28-33 will be ignored.

Appropriate correction is required.

Claim Rejections - 35 USC § 103

10. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

11. Claims 11-16, 18, 19, 21, 23, and 28-33 are rejected under 35 U.S.C. 103(a) as being unpatentable over Ziff-Davis' NetBuyer, as disclosed in "Ziff-Davis Signs Up 189 Advertisers for the Coming Launch of Its Computer Shopper NetBuyer Web Site" (herein referred to as Ziff-Davis) and "Nothing But Net: Useful Internet Sites," in view of NetDynamics, as disclosed in "Service Merchandise Uses NetDynamics to Move Its Entire Catalog Onto the Internet" (herein referred to as NetDynamics).

NetBuyer discloses a method for presenting a price comparison to a prospective buyer comprising:

[Claim 11] collecting information from a plurality of merchants that comprises data on said products including price (Ziff-Davis: ¶¶ 3, 12; "Nothing But Net: Useful Internet Sites": ¶ 17);

storing said data into at least one of a plurality of databases (Ziff-Davis: ¶¶ 3, 12; "Nothing But Net: Useful Internet Sites": ¶ 17);

sorting the information relative to products based on the database (Ziff-Davis: ¶¶ 3, 12; "Nothing But Net: Useful Internet Sites": ¶ 17);

presenting the information in a plurality of records to the prospective buyer (Ziff-Davis: ¶¶ 3, 12; "Nothing But Net: Useful Internet Sites": ¶ 17);

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[Claim 13] entering data for merchants offering a specific product into the database, wherein the data includes merchant name, product description, sales price, product description, sales price, coupons or rebates (Ziff-Davis: ¶¶ 3, 6, 7, 12);

providing access to the database through a browser interface (Ziff-Davis: ¶¶ 3 -- "web-based").

As per claim 11, NetBuyer does not explicitly teach that merchant products compared and presented to customers on the Internet can be ordered online and picked up from a local store; however, NetDynamics makes up for this deficiency.

NetDynamics provides the following services through their affiliates:

Included with the expanded catalog are NetDynamics applications enabling customers to check to see if a product they want is available at their local Service Merchandise store. Customers will be able to reserve the item online before visiting the store to pick it up...

Rinat explained that all of this is made possible because NetDynamics enables the development of Web applications that tie into extensive data sources. In the case of Service Merchandise, these data sources include product listings, price, and availability. NetDynamics enables Service Merchandise customers to access this information over the Internet and then to purchase it through a secure transaction. (¶¶ 6, 8)

Both NetBuyer and NetDynamics are concerned with providing a convenient Internet shopping experience to the customers; NetDynamics takes this concept one step further and fulfills many customers' need for immediate gratification (i.e., the ability to pick up a desired product from a local store). Therefore, the Examiner asserts that it would have been obvious to one of ordinary skill in the art at the time of Applicant's

invention to implement the step of collecting information from a plurality of merchants relating to data concerning products in store locations and respective price information, wherein the prospective buyer is capable of visiting the store locations, with NetBuyer's Internet shopping system in order to reap the benefits of NetBuyer's product and price comparison features among multiple merchants while fulfilling many customers' need for immediate gratification (i.e., the ability to pick up a desired product from a local store).

As per claims 11-13, the NetBuyer-NetDynamics combination teaches the concept of comparing desired products from different merchants via the Internet, ordering products online, and then picking up the products at a local merchant (as discussed above). In order for such a system to be operational, a customer must specify his/her location so that stores truly local to the customer can be identified. The Examiner submits that the use of a state to identify one's location (thereby implying one's local region) is old and well-known in the art; therefore, it would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to request that a prospective buyer specify a state in which a desired product will be searched for and then picked-up, if available, as part of the NetBuyer-NetDynamics combination in order to allow a prospective buyer to quickly learn if desired products are available for pick-up locally (instead of forcing the prospective buyer to read through useless product inventory data from stores in remotely located states). Further, the notion of sorting a database by sales price was addressed above as well; therefore, the concept of presenting products in an ascending order based on sales price (as part of the

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NetBuyer-NetDynamics combination) would also have been obvious to one of ordinary skill in the art at the time of Applicant's invention in order to allow customers to more quickly narrow down their product selections to a more reasonable set of products that are the most likely to fit their needs (including their economic needs). Finally, as discussed above, the concept of sorting data provides a convenience to someone reviewing the sorted data; therefore, the Examiner submits that it would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to allow a prospective buyer to sort product data as seen fit by the buyer (e.g., based on price, merchant name, etc.) as part of the NetBuyer-NetDynamics combination in order to facilitate a quicker review of only the most pertinent products fitting the buyer's needs.

Regarding claim 12, NetBuyer conveys the importance of allowing customers to search for products that meet the individual needs of each customer (Ziff-Davis: ¶¶ 3, 4); however, NetBuyer does not expressly disclose the sorting of its product database by price. The Examiner asserts that price is often a factor taken into account when customers shop for products that meet their needs; therefore, it would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to sort NetBuyer's product database according to price in order to allow customers to more quickly narrow down their product selections to a more reasonable set of products that are the most likely to fit their needs (including their economic needs). Furthermore, NetBuyer does not expressly teach that product information is gathered from sales circulars, such as those that are inserted into newspapers as advertisements; however, Official Notice is taken that it is old and well-known in the art of advertising to publish

product and sales data from one's sales circular on the Internet as well. This makes sales data more easily accessible not only to those who rely on postal mail to learn of sales, but also to those who make a habit of surfing the Internet. Therefore, the Examiner asserts that it would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to encourage NetBuyer's vendors to submit product and sales information that is consistent with that publicized in their sales circulars in order to make the sales data more easily accessible not only to those who rely on postal mail to learn of sales, but also to those who make a habit of surfing the Internet.

Regarding claim 14, NetBuyer does not explicitly disclose the use of a unique address corresponding to a geographical area-product pair combination; however, the Examiner asserts that the assignment of a unique web address corresponding to a particular geographical region is old and well-known in the art. This technique is helpful in reducing Internet traffic at a given web site. Therefore, the Examiner submits that it would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to map the merchant and product data (of the NetBuyer-NetDynamics combination) to a unique address and present comparison data for a unique geographical area-product pair to the prospective buyer via this unique address in order to minimize Internet traffic build-up at a given web site. This will speed up each prospective buyer's Internet connection, thereby providing a more pleasant online shopping experience.

In reference to claim 15 and as discussed above, NetDynamics teaches the steps of checking inventory at a local store of a merchant upon request of a prospective

buyer to determine availability of a chosen product and reserving the product at the local store for pickup after determining availability has been performed. Again, this shopping arrangement provides for the fulfillment of many customers' need for immediate gratification (i.e., the ability to pick up a desired product from a local store). Therefore, the Examiner asserts that it would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to implement the steps of checking inventory at a local store of a merchant upon request of a prospective buyer to determine availability of a chosen product and reserving the product at the local store for pickup after determining availability has been performed with NetBuyer's Internet shopping system in order to reap the benefits of NetBuyer's product and price comparison features among multiple merchants while fulfilling many customers' need for immediate gratification (i.e., the ability to pick up a desired product from a local store).

Regarding claim 16, both NetBuyer and NetDynamics facilitate the payment of an ordered product via the Internet; however, neither reference expressly teaches payment through the use of either a registration token or a credit card number. The Examiner asserts that it is old and well-known in the art to make payments via the Internet using either a registration token or a credit card number; therefore, it would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to incorporate the use of a registration token or a credit card number to order and pay for a product via the Internet (as part of the NetBuyer-NetDynamics combination) in order to facilitate convenient and secure Internet payments. Further, since the NetBuyer-

NetDynamics combination teaches the online reservation of an item before picking it up, the ability to make payment via the Internet provides extra assurance to the merchant that the reserved item will be picked up by a customer. In other words, reserved items are confirmed sales as opposed to items merely put on hold that may or may not ever be picked up and paid for by the customer.

[Claims 18, 19, 21] Claims 18, 19, and 21 recite limitations already addressed by the rejection of claims 11-16 above; therefore, the same rejection applies.

[Claim 23] Claim 23 recites limitations already addressed by the rejection of claims 11-16 above; therefore, the same rejection applies.

[Claims 28-33] Claims 28-33 recite limitations already addressed by the rejection of claims 11-16 above; therefore, the same rejection applies.

Furthermore, as per claims 29, 30, and 32, NetBuyer publicizes specials and weekly deals to its customers ("Nothing But Net: Useful Internet Sites": ¶ 17); however, it does not expressly teach that said specials and weekly deals include the use of coupons or rebates or price protection guarantees. Official Notice is taken that it is old and well-known in the art of shopping to provide customers with coupons, in-store rebates, and price protection with guaranteed return of a price difference if a lower product price is found as incentives to encourage future patronage from customers. Therefore, the Examiner asserts that it would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to provide NetBuyer's customers with

coupons, in-store rebates, and price protection with guaranteed return of a price difference if a lower product price is found (as per claims 29, 30, and 32) in order to encourage future patronage from these customers.

As per claim 33, Official Notice is taken that it is old and well-known in the art of advertising to present prospective buyers with a list of top picks of merchants selling a product in order to attract prospective buyers to the best deals available, thereby increasing odds of making a sale. Therefore, the Examiner asserts that it would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to incorporate with NetBuyer the promotion method of presenting to the prospective buyer a number of top picks of merchants selling the selected product locally in order to attract prospective buyers to the best deals available, thereby increasing odds of making a sale.

Allowable Subject Matter

12. Claim 17 is objected to as being dependent upon a rejected base claim, but would be allowable if rewritten in independent form including all of the limitations of the base claim and any intervening claims. Also, the objections to claim 17 identified in the "Claim Objections" section above must be remedied as well.

13. The following is an examiner's statement of reasons for allowance:

The art of record most closely resembling the claimed invention is the combination of the following references:

Ziff-Davis' NetBuyer, as disclosed in "Ziff-Davis Signs Up 189 Advertisers for the Coming Launch of Its Computer Shopper NetBuyer Web Site" and "Nothing But Net: Useful Internet Sites";

NetDynamics, as disclosed in "Service Merchandise Uses NetDynamics to Move Its Entire Catalog Onto the Internet"; and

Various teachings of Official Notice.

While NetBuyer provides the basis for an online shopping system that allows buyers to compare product specifications and prices among vendors and NetDynamics discloses an online shopping system that allows buyers to check the immediate, physical availability of a product in a local store's inventory and the ability to reserve such a product for immediate pick-up at the store, neither NetBuyer nor NetDynamics nor the combination thereof discloses or suggests the combination of these online shopping features with the following combination of features recited in claim 17:

"collecting additional information from sales circulars...

entering geographical region, postal code, town name, county name, state name, product name, product category, model number, product description, price, product features, or brand name into a search key...

entering data for merchants offering a specific product in a specific state into the database, wherein the data includes merchant name, product description, sales price, coupons or rebates...

presenting options to the prospective buyer for choosing a state and a product;

choosing a state and a product by the prospective buyer;
retrieving the data after the state and product are chosen;
sorting records in an ascending order based on sales price into a listing;
presenting the prospective buyer with the listing of merchants offering the
product for sale in the chosen state...

mapping the data to a unique address for a geographical area-product
combination;

connecting to the unique address;
immediately presenting comparison data for a unique geographical area-product
pair to the prospective buyer;

checking inventory at a local store of a merchant upon request of a prospective
buyer to determine availability of a chosen product;

reserving the product at the local store for pickup after determining availability
has been performed;

entering a registration token or a credit card number;
accepting the registration token or credit card number by the merchant;
guaranteeing a purchase by the merchant based on the accepting of the
registration token or credit card number by the merchant."

For this reason, claim 17 is deemed to be allowable over the prior art of record.

Conclusion

14. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Susanna M. Diaz whose telephone number is (703) 305-1337. The examiner can normally be reached on Monday-Friday, 9 am - 5 pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Tariq Hafiz can be reached on (703) 305-9643.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the Receptionist whose telephone number is (703)308-1113.

Any response to this action should be mailed to:

**Commissioner for Patents
P.O. Box 1450
Alexandria, Virginia 22313-1450**

or faxed to:

(703)305-7687 [Official communications; including
After Final communications labeled
"Box AF"]

(703)746-7048 [Informal/Draft communications, labeled
"PROPOSED" or "DRAFT"]

Hand delivered responses should be brought to Crystal Park 5, 2451 Crystal Drive, Arlington, VA, 22202, 7th floor receptionist.

Susanna Diaz
Susanna M. Diaz
Primary Examiner
Art Unit 3623
August 17, 2003